

Qty Purchase Agreement QPA Number		Page
0000000000000000000000000012487		1 of 4
Requisition Nbr.:	ISDH Qiagen Products	
Effective Date:	12/20/2010	
Expiration Date:	12/31/2011	
Agency Number:		
Facility:	ASA-11-008	
Vendor ID:	0000061492	
Vendor Telephone Nbr:	800-426-8157	
Name of Contact Pers:	JEFFREY WEBBER	
FAX Number:	800-718-2056	

Name and Address of Vendor: QIAGEN INC
Cntct: JEFFREY WEBBER
27220 TURNBERRY LANE #200
VALENCIA CA 91355

Line Number	Quantity	UNIT	Article and Description	Unit Price
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1	60.00	000000000100034567	Kit, QuantiTech Probe RT-PCR (200rxn); Cat. No 204443	514.3600
2	19.00	000000000100034568	Kit, Mini, QIAamp Viral RNA(50); Cat. No. 52904	196.0000
3	5.00	000000000100034569	Kit, Mini, QIAampDNA; Cat. No. 51304	137.0000
4	5.00	000000000100034570	Kit, Blood, QIAampDNA (50); Cat. No. 51104	124.0000
5	15.00	000000000100034571	Kit, QIAGEN OneStep RT-PCR (100); Cat. No. 210212	455.0000
6	5.00	000000000100034572	Kit, QIAmp Virus BioRobot 9604; Cat. No. 965662	3,091.9800
7	5.00	000000000100034573	Collection Tubes; Cat. No. 19201	98.3100
8	30.00	000000000100124036	PyroMark Gold Q24 Reagents (5 X 24) - Catalog # 970802	275.0000

Quantity Purchase Agreement With The State Of Indiana

Vendor: QIAGEN INC
Remit to: PO BOX 5132
CAROL STREAM IL 60197

Name and Address of Vendor: QIAGEN INC
Cnct: JEFFREY WEBBER
27220 TURNBERRY LANE #200
VALENCIA CA 91355

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FAX Number: 800-718-2056	

In accordance with your bid, submitted in response to the above referenced solicitation, the Vendor agrees that the Indiana Department of Administration, Procurement Division, has the option to purchase the items listed below under the terms of this agreement.

The Vendor agrees to charge these prices for any products ordered on any QPA release received after the expiration of the QPA but issued prior to the expiration date. The quantity listed herein is an estimate of the requirements. The state may order substantially more or substantially less pursuant to the terms of this agreement.

Orders are to be delivered only upon receipt of properly approved Quantity Purchase Award Release.

Line Number	Quantity	UNIT	Article and Description	Unit Price
9	5.00	000000000100124037	PyroMark Q24 Cartridge - Catalog # 979202	368.0000
10	10.00	000000000100124038 979007	PyroMark Denaturation Solution 500mL - Catalog #	43.0000
11	5.00	000000000100124039 979206	PyroMark Q24 Vacuum Prep Troughs (12) - Catalog #	36.0000
12	5.00	000000000100124040	PyroMark Q24 Plate (100) - Catalog # 979201	179.0000
13	5.00	000000000100124041	PyroMark Annealing Buffer - Catalog # 979009	43.0000
14	5.00	000000000100124042	PyroMark Binding Buffer - Catalog # 979006	43.0000

The following UN/CEFACT Unit of Measure Common Codes are used in this document:

Signature of Purchasing Officer <i>Katherine L. Harrington</i> CPPB	Typed Name KATHERINE L. HARRINGTON, CPPB	Signature Of Approval Office Of the State Attorney General <i>Richard M. Bauer</i>
	Date Signed <i>12/09/10</i>	Typed Name Gregory F. Zoeller Date Signed <i>12-20-10</i>
Authorized Signature <i>[Signature]</i> (GR)	Indiana Department Of Administration Procurement Division 402 West Washington Street, Rm W468 Indianapolis, Indiana 46204 Telephone: (317) 232-3150	

Robert D. Wynkoop, Commissioner



**REVISED ADDENDUM TO
STATE OF INDIANA
TERMS AND CONDITIONS
FOR
RFQ/ITB #ASA-11-008**

The provisions set forth below shall be incorporated into the State of Indiana (the "State") Terms and Conditions and Additional Terms and Conditions for RFQ/ITB #ASA-11-008 (the "RFQ").

Terms and Conditions

8. Compliance With Specifications

The State shall complete its inspection within (30) consecutive days from date of delivery and acceptance shall be presumed in the event that the State fails to notify Contractor of any rejection. In addition, the term "specifications" means Contractor's specifications.

9. Warranty

Contractor's responsibility for removal and/or disposal of replaced parts (the "parts") is limited to only those parts that the State returns to the Contractor's designated facility at the State's sole cost and expense. The State must obtain authorization for all returns of parts from the Contractor's Customer Relations or Technical Service Representative; a return parts authorization number shall be assigned and must be included in the State's shipping documentation. The Contractor is not present at and is not obligated to be present at the State's various locations contemplated by the RFQ. The State is solely responsible for the removal and/or disposal of parts located in or at any of the State's locations at the State's sole cost and expense.

10. Intellectual Property Defense

The Contractor shall have the right to control and defend any such intellectual property action and the State agrees to provide, at the Contractor's expense, such information and assistance as the Contractor may reasonably request. The State may participate in any such action, with the Contractor's written consent, at the State's own expense. Should the State's use of goods and/or services purchased from the Contractor be enjoined, be threatened by injunction, or be the subject of a legal proceeding in which such products are found to infringe, the Contractor shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing goods; (b) modify the products so they no longer infringe but remain fully equivalent in functionality; (c) obtain for the State the right to continue using the products; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing goods and terminate the contract.

11. Payments

This provision will be amended to read as follows: "Payment is net thirty (30) days from date of Contractor's invoice. If payment exceeds thirty (30) days net, Qiagen may impose a late fee of one and a half percent (1½%) per month or the maximum permitted by applicable law, whichever is less."

Additional Terms and Conditions

3. Obligation

The State understands and agrees that it can only return the equipment for credit due to patent infringement or other related claims specifically described in this Section 3.

QIAGEN Inc.

19360 Germantown Road
Germantown • MD 20874

1201 Clopper Road
Gaithersburg • MD 20878

27220 Timberly Lane
Suite 200
Valencia • CA 91355

2800 Argentinia Road
Unit 7
Mississauga • Ontario L5N 6L2

US Orders 800-426-8157
Fax 800-718-2050
Technical 800-426-8157
(800-362-7737)
www.qiagen.com

CAD Orders 800-572-0813
Fax 800-718-2050
Technical 800-426-8157
(800-362-7737)
www.qiagen.com

**5. Assignment**

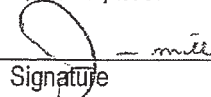
The State shall not unreasonably withhold its consent.

18. Ownership of Documents and Materials

The Contractor's responsibility under this Section 18 is limited to only negligent loss or damage to the materials described in this Section 18. In addition, the term "work product" of the Contractor means that developed for this RFQ and any resulting contract.

23. Renewal Option

Such renewal is also subject to the written approval of the Contractor.

QIAGEN, INC.**State of Indiana**

Signature_____
SignatureJOE MILLER

Name_____
NameSENIOR DIRECTOR OF ACCOUNTING

Title_____
Title11/11/2010

Date_____
Date

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT:** This Agreement contains the complete and final Agreement between the State and the Contractor and no other Agreement in any way modifying any of said terms and conditions will be binding upon the State or the Contractor unless made in writing and signed by the State's and the Contractor's authorized representative.
2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor.
3. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part.
4. **FUNDING CANCELLATION:** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
5. **INSURANCE:** If this Agreement provides for work to be performed by the Contractor for the State, the Contractor shall be responsible for providing all necessary unemployment and workers' compensation, insurance for the Contractor's employees and liability and property/casualty insurance, as required by the State.. Upon request, the Contractor shall furnish a certificate of insurance showing coverage acceptable to the State.
6. **DELIVERY:** Delivery must be made at time agreed upon. If any indicated or actual delays arise, the using agency must be notified immediately, in writing, with the cause for such delay stated. If any goods are not delivered within the time specified on the Purchase Order, or within a reasonable time not exceeding 30 days after receipt of a Purchase Order if no time is specified, the using agency may refuse to accept such goods, and this Agreement may be cancelled. Each package shall be numbered and labeled with the State's Purchase Order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment.
7. **QUANTITY:** Goods shipped in excess of quantity designated in the Purchase Order may be returned at the Contractor's expense.
8. **COMPLIANCE WITH SPECIFICATIONS:** The goods and/or services shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the bid/quote, all of which are incorporated herein. The Contractor warrants all goods and/or services delivered to be free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of the goods and/or services. Inspections shall be on the State's premises unless otherwise specified. The State shall have the right to reject and return at the Contractor's expense, or to require at the Contractor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the Purchase Order.
9. **WARRANTY:** The Contractor will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturer's standard warranty, whichever is longer, provided that such maintenance and parts are not required because of accident, neglect, misuse, or force majeure event. Contractor shall be responsible for removal and/or disposal of all replaced parts. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. All replacements shall be covered by a new warranty.
10. **INTELLECTUAL PROPERTY DEFENSE:** The Contractor shall, at its own expense, defend, indemnify and hold harmless the State with respect to any claims that the goods and/or services furnished under this Agreement violates any third party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets
11. **PAYMENTS:** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.
12. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of this Agreement require formal modification.
13. **COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT:** As required by IC 5-22-3-7, the Contractor and any principals for the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.
14. **NONDISCRIMINATION:** Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, the Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, sex, disability, national origin, ancestry or status as a veteran. The Contractor, and its subcontractor(s), if any, shall comply with all applicable affirmative action reporting requirements. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended.
15. **DRUG-FREE WORKPLACE CERTIFICATION:** As required by Executive Order No. 90-5, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.
16. **TAXES:** Prices listed on an invoice submitted by the Contractor for payment is not to include any tax for which the State is exempt. The State will furnish a tax exempt certificate, if requested by the Contractor. The State will not be responsible for any taxes levied on the Contractor as a result of this Agreement.
17. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
18. **GOVERNING LAWS:** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
19. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS:** If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13-1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Agreement for default if Contractor fails to cure a breach of this provision within a commercially reasonable time.

Additional Terms and Conditions

1. Term: The term of this agreement shall be for that period shown on the Quantity Purchase Agreement
2. Patents: The Contractor agrees to defend, at its own expense, the State of Indiana and the Using Agency and to hold it harmless with respect to any claims that the equipment furnished by the Contractor under this agreement infringes or allegedly infringes any patents of the United States and with respect to any and all suits, controversies, demands, and liabilities arising out of such claim; provided that the foregoing shall not apply to infringement resulting from Contractor's use of a patented invention required to comply with the written instructions of the State, if such patented invention is not normally utilized by the Contractor, and provided that the State:
 - A. Gives the Contractor a prompt written notice of any claim; and
 - B. Allows the Contractor to control and fully cooperates with the Contractor in the defense and all related settlement negotiations.
3. Obligation: Contractor's obligation under the Patents Section is further conditioned on the State's agreement that if the operation of the equipment becomes or, in the Contractor's opinion, is likely to become the subject of such a claim, the State will permit Contractor, at its option and expense, either to procure the right for the State to continue using the equipment or to replace or modify it so that it becomes non-infringing. However, if neither of the foregoing alternatives is reasonably available, the State will return the equipment upon written request by the Contractor. The Contractor agrees to grant the State credit for returned equipment as depreciated. The depreciation shall be an equal amount per year over the life of the equipment established by mutual agreement of the State of Indiana and the Contractor.
4. Default:
 - A. If the Using Agency, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, then the Contractor may cancel and terminate this Agreement and collect all monies due up to and including the date of termination.
 - B. If the Contractor, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, the Using Agency may cancel and terminate this Agreement and thereafter owe no further monies for equipment usage beyond the termination date.
5. Assignment: The Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.
6. Alterations and Attachments: An alteration or attachment to equipment may be made only upon approval by the Contractor, which approval shall not be unreasonably withheld. The State agrees to remove any alteration or attachment and to restore equipment to its normal, unaltered condition, ordinary wear and tear excepted, prior to its return to Contractor, or upon notice from Contractor that the alteration or attachment creates a safety hazard or renders maintenance of the equipment impractical.
7. Authority to Bind Contractor: Notwithstanding anything in the contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Lessor/Contractor designated in the solicitation package and has obtained all necessary or applicable approval from the home office of the Contractor to make this contract fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto and accepted by the State of Indiana.
8. Independent Contractor: Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.
9. Penalties/Interest/Attorney's Fees: The State will in good faith perform its required obligations hereunder but does not agree to pay any penalties, interest, liquidated damages, or attorney's fees except as expressly required by Indiana Law including, but not limited to, IC 5-17-5, IC 34-54-8, IC 34-13-1.
10. Waiver of Rights: No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such rights.
11. Hold Harmless/Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits, including court costs, attorney's fees, and other expenses, caused by any act or omission of the Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to the Contractor.
12. General: This contract embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by a written agreement signed by all authorized and required parties. The terms, conditions, and specifications of the original solicitation, if any, and/or any award made in connection with this transaction are incorporated herein by reference and made a part hereof just as if they have been fully set out herein.
13. Open Competition: The specifications contained herein are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the Indiana Department of Administration and the Using Agency. All offerors bidding alternate products are requested to submit detailed specifications with their quote/bid.

14. Insurance: If this agreement provides for work to be performed by the Contractor on property owned or controlled by the State of Indiana, or on property of others named herein, Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.
- If required by contract, the Contractor shall furnish to the Indiana Department of Administration Procurement Division, upon request, a written certificate obtained from an approved insurance company or proper governmental authority establishing that said insurance of employees has been procured and that premiums therefore have been paid and specifying the name of the insurer and the policy number and expiration dates.
15. Work Standards: The Contractor agrees to execute its respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the State may request the replacement of any or all such individuals.
16. Contract Confidentiality of State Information: The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data; therefore, the Contractor promises and assures that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this contract will not be disclosed to others or discussed with other parties without the prior written consent of the State.
17. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition: The/Contractor further agrees that all information, data, findings, recommendations, proposals, etc., by whatever name described and by whatever form therein secured, developed, written, or produced by the /Contractor in furtherance of this Contract, shall be the property of the State and that the Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. By this contract the Contractor specifically waives and/or releases to the State any cognizable property right in the Contractor to copyright or patent such information, data, findings, recommendations, proposals, etc.
18. Ownership of Documents and Materials: All documents, records, programs, data, film, tape, articles, memos, and other materials developed under this contract will be the property of the State of Indiana. Use of these materials other than related to contract performance by the Contractor without prior written consent of the State is prohibited. During the performance of the services specified, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while they are in the possession of the /Contractor and any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the State.
19. Progress Reports: The Contractor will submit a progress report to the State upon request. The report will be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress report shall serve the purpose of assuring the State that work is progressing in line with the schedule and the completion can be reasonably assured on the scheduled date.
20. Access to Records: The Contractor and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of the State Government and copies thereof shall be furnished at no cost to the State if requested.
21. Substantial Performance: This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
22. Conflict of Interest:
- A. As used in this section:
"Immediate family" means the spouse and the unemancipated children of an individual.
"Interested party" means:
1. The individual executing this Contract;
 2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
- "Department" means the Indiana Department of Administration.
"Commission" means the State Ethics Commission.
- B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.
23. Renewal Option: This agreement may be renewed upon the same terms and conditions contained herein. Such renewal is subject to the approval of the Commissioner of the Indiana Department of Administration and the State Budget Director (except Quantity Purchase Agreements) and compliance with IC 5-22-17-4.